



Amendment No. 1

No. MA 4600 NA190000174

between the

The City of Austin

and

Integral Care

for

(Road to Recovery Expansion)

1.0 This first amendment (Amendment No. 1) to the Interlocal Agreement ("Agreement") is made by and between the City of Austin ("City"), a Texas home-rule municipal corporation and Austin-Travis County Integral Care ("Grantee"). The parties agree as follows:

2.0 The total Agreement amount is unchanged. The total Agreement authorization is recapped below:

Term		Agreement Change Amount	Total Agreement Amount
Initial Term:	(Apr. 1, 2019 – Mar. 31, 2020)	n/a	\$261,668
Amendment No. 1:	Modify Program Exhibits and extend Agreement to 3/31/2021 (Apr. 1, 2019 – Mar. 31, 2021)	\$0	\$261,668

3.0 The Agreement is hereby amended as follows:

- 3.1 Exhibit A – Program Work Statement is deleted in its entirety and replaced with the attached version.
- 3.2 Exhibit B – Program Budget and Budget Narrative is deleted in its entirety and replaced with the attached version.
- 3.3 Exhibit C – Program Performance Measures is deleted in its entirety and replaced with the attached version.

4.0 MBE/WBE goals were not established for this Agreement.

5.0 By signing this Amendment No. 1 the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

Integral Care

City of Austin

Signature: David Evans

David Evans,
Chief Executive Officer

David H. Weden
CAO/CFO

Signature: Linell Goodin-Brown Digitally signed by Linell Goodin-Brown
Date: 2020.06.25 10:46:41 -05'00'

Name: Linell Goodin Brown

Printed Name

P.O. Box 3548
Austin, TX 78764-3548

Title: Procurement Supervisor

City of Austin

PO Box 1088

Austin, TX 78767

Date: 6/24/2020

Date: 6/25/2020

Exhibits:

Exhibit A – Program Work Statement

Exhibit B – Program Budget and Budget Narrative

Exhibit C – Program Performance Measures

Program Work Statement

Exhibit A

Agency Name: Integral Care
Program Name: Road to Recovery Expansion
Contract Period: April 1, 2019-March 31, 2021

In the spaces immediately following each numbered item below, clearly address the corresponding question or issue described below. Your completed Work Statement form should not exceed three (3) pages total. Please be as concise as possible when providing the information requested. Do not include information about agency history, past performance, accolades received, or needs of the client population.

1. What are the goals and objectives of the program?

Services will be provided by Integral Care staff in the community and at the residential Alameda House location, which provides services 24 hours a day and 7 days a week, to address service gaps in the Austin area. These service gaps include a need for simple, direct access to brief residential treatment programs for clients experiencing homelessness; programs meeting needs of clients in a pre-contemplative or contemplative stage of readiness for change; and specialized trauma-informed services for homeless women referred by Downtown Austin Community Court (DACC). Integral Care will work to admit all clients to Alameda House as soon as possible, and within no more than 48 hours of referral whenever feasible.

Women's health care, including prenatal and OB/GYN services, will be facilitated. Coordination of trauma treatment will occur to address the frequent victimization and exploitation of homeless women when clinically appropriate.

Outpatient Detoxification from opioids and alcohol will be facilitated on a case by case basis. Staff will assist clients recovering from drug and alcohol use by providing access to outpatient medication assisted therapy. Onsite staff will also offer one-on-one support, education, support groups, and social and life skills training. Clients are connected to other Integral Care programs and local resources.

Four hours a week of a Physician's Assistant (PA) time will be allocated to DACC for clients not residing at Alameda House. The Physician's Assistant will serve as a provider for DACC providing mental health, addiction management, and medical services within the scope of licensing, training, and credentialing. The provider will complete a psychiatric evaluation and could order medications, labs, and other diagnostic tests, make referrals, and arrange follow up care. The provider may also conduct assessments and provide associated documentation necessary for representative payee services, for people applying for Permanent Supportive Housing (PSH) programs, and assessments as required for SSI/SSDI Outreach, Access, and Recovery (SOAR) applications. Coordination for DACC provider time will occur between the DACC case managers and the Program Manager overseeing the provider. DACC will pay an agreed upon hourly rate for 4 hours per week.

2. Describe the program target client population.

Integral Care anticipates many of the clients referred through this program to be similar to the current target population served including experience with chronic homelessness, along with the presence of substance use disorder, psychiatric illness, and/or other medical concerns.

The target population may have criminal backgrounds that include arson and sex offenses, which can negatively impact access to housing services. Program staff works closely with agency programs and partners that specialize in housing in order to identify and access housing resources that are available to those clients with these particular offenses.

Clients served through this Agreement will be referred to Integral Care by DACC for engagement in services. DACC referrals will be currently experiencing homelessness, have an open case with DACC or other involvement in the criminal justice system, and will be in the Austin/Travis County area. Other clients may be admitted with prior consultation and written approval from DACC.

3. Describe how the program is delivered to the target client population. Provide enough detail so that the Contract Manager is able to have a comprehensive understanding of your services and how they are delivered to clients.

Clients are engaged at their current level of readiness for change. The program is designed around the Transtheoretical Model conceptualized by Prochaska & DiClemente, also known as the Stages of Change model. Staff are trained to recognize and respond to the needs of clients in each stage and assist them in utilizing cognitive, affective, and behavioral processes that will enable movement to the next stage. Clients do not need to indicate interest or commit to extended substance use treatment in order to be admitted to the program. If clients move to an action stage of change during their stay at Alameda House, they will be able to attend several daily groups focused on Co-Occurring Psychiatric and Substance Use Disorders (COPSD) treatment, and will receive individual COPSD treatment from the Alameda House providers. Additionally, when clinically appropriate and capacity allows, clients may transfer to the DACC-funded Road to Recovery program, which funds treatment at the Intensive Outpatient Program (IOP).

Staff continuously assess clients as they move among stages of change, and clients have access when ready to Integral Care's Recovery Navigation Services (RNS) Program. The RNS program utilizes several evidence-based approaches, including the SBIRT (Screening, Brief Intervention, and Referral to Treatment) tool, as well as the Stages of Change Model and Motivational Interviewing, to meet people where they are. The Hub will provide immediate access to counseling support and navigation to other substance use specialty care programs such as OBOT (Office-Based Opioid Treatment), Outpatient Detox, Oak Springs IOP (Intensive Outpatient Program group services), and MAT (Medication Assisted Treatment) as needed. American Society of Addiction Medicine (ASAM) criteria is also used as a guide to determine appropriate level of care along with individual choice.

Clients have access to 3 beds at Alameda House, where they can access medication stabilization and support, case management, life skills training, substance use treatment services, benefits application completion, and housing assistance. Evidence-based approaches and curricula are used in group and individual treatment, including Motivational Interviewing, Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Mindfulness, and contingency management; in particular, the "Seeking Safety" programs are utilized to address the special needs of women. Life skills groups, such as self-care, laundry, budgeting, stress and anger management, shopping, cooking,

cleaning, resume writing are be offered. Individual case management services will connect clients with medical services, identification, MAP, food stamps, and other public benefits as needed. A Peer Provider will offer engagement and recovery support services.

Transportation to and from appointments will be provided as well as 3 meals per day, linens, and laundry service. The caseload will consist of approximately 1-2 clients per case worker. Additional activities and services are offered days, evenings, and weekends, and include 12-step meetings, celebratory occasions, and community outings.

Length of stay for this pre-contemplative program is determined by client need, from one day to 90 days. After their stay, clients may receive up to 90 days of aftercare services as well. If clinically appropriate and capacity exists, clients may be transferred into the Road to Recovery program for an additional 90 days, which would be contingent on mutual agreement with DACC Case Managers. A primary goal of the program is client engagement in services, so clients may utilize services for a short period of time, such as one week, or a longer period of time based on their desire for supportive services and ongoing treatment. Aftercare services for an additional 90 days will help support clients in their community environments and maintain the goals they have accomplished during services, such as housing and medical treatment.

Additionally, clients can continue attending the evidence-based treatment groups provided on-site during days, evenings, and weekends, and to benefit from the specific services provided to women such as coordination of health and prenatal care, employment assistance with support in obtaining childcare and safe transportation to and from work, and trauma-informed treatment and resources. Continuous assessment of client's Stage of Change will occur during Aftercare, and access to the Substance Use Treatment Hub will continue.

Discharge planning begins from the time of admission so that clients are prepared and ready for transition into the community. Comprehensive planning is initiated at intake, including collaboration with DACC Intensive Case Manager and Integral Care housing case managers. Staff are trained in the use of Motivational Interviewing and Stages of Changes, so continuous assessment occurs throughout treatment in order to provide the client with the services that meet their needs and desires as they move through the levels of readiness for change. Once an individual has been discharged to the community, the aftercare services are provided in the community and at Alameda House in order to support recovery, maintain the gains made in residential treatment, and ensure tenure in the community.

Integral Care has policies in place to ensure that individuals who have limited English proficiency or other communication needs have access to language assistance at no cost to them. Technology is in place on facility computers to enable interpretation during meetings in caseworker offices, and there are bilingual staff (Spanish/English) on site who are certified to provide interpretation for mental health services. Additionally, the agency has American Sign Language interpreters on staff to assist clients. Our Learning and Development team created an online culturally competent care training that meets the 15 CLAS standards. New and existing providers were asked to complete the training as part of the standard training requirements. Human Resources began advertising career opportunities to the Asian American Behavioral Health Network, African American Behavioral Health Network and Latino Healthcare Forum.

4. Describe the system (who, what, when, how) that will be used to collect and report program data, including client intake/assessments and performance measures.

Integral Care has utilized an electronic health record to manage data concerning client services, treatment, and outcomes. Additionally, Integral Care has a "One Data" department which utilizes another layer of data management to derive even more in-depth information. These systems have been utilized to successfully provide the required information and reporting to the City of Austin and DACC as required by existing agreements.

Case managers and direct care staff document into the clients file. Case managers document each individual meeting with clients, and when clients attend groups, the case manager leading the group documents the service into the clients' charts. Direct care staff document at least one note per shift (3 shifts in 24 hours) and more if there is additional information related to functioning or needs. The Program Manager may also document as needed per meetings or interactions/interventions with clients. Client's attendance at activities such as morning meditation, or field trips, is documented by the case manager leading the activity. Clients see the nurse and prescriber 1-2 times per month, and those providers would document services into the client records as they occur.

5. Program Evaluation Plan Please address both of the following areas:
 - a) Performance Evaluation – describe how the agency will evaluate the program's performance in achieving program goals;

Reports are utilized to identify needs for clients in service, and adjust strategies to reach and engage clients in current programs. Such reports include the number of clients referred and admitted, as well as the length of time in services. The data is then utilized to gauge the effectiveness of the program. Outcome data is also gathered, such as the rate of program completion, and together with customer satisfaction survey data, program structure and offerings may be adjusted to better meet the requests of the clients for particular groups or skills training.

The Program Manager runs reports from Integral Care's electronic health record at least monthly to review the hours of services provided, the types of service, and the goals that are achieved (obtained ID, etc.). Additionally, the number of clients referred and admitted, length of service, and outcomes are tracked in an Excel spreadsheet by the Program Manager. These reports are used to assess quality of services as well as to complete reports that are provided to City of Austin/DACC. The Practice Administrator reviews monthly and recommends changes as needed.

- b) Quality Improvement – describe the process for identifying areas of strength and improvement in Services delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective

As listed above, reports are generated from each client's electronic health record as well as the Excel spreadsheets completed by the Program Manager, documenting client services. In addition, customer satisfaction surveys are completed using the kiosk in the lobby, and Integral Care's Quality Management department tabulates results and distributes to the Program Manager and Practice Administrator on a monthly basis for review. Another means of evaluating program quality is by utilizing data that comes from Integral Care's Incident Reporting system. An agency committee reviews the reports and makes recommendations on quality improvement, and meta-reports can be

generated that indicate the types of incidents that are occurring to identify trends and make appropriate programmatic or environmental changes. The Quality Leadership Team receives reports and recommendations from the Quality Management Department and may forward to Integral Care's Board of Trustees for review as appropriate. Integral Care is accredited by the Joint Commission, and participates in bi-annual site surveys which may result in quality improvement recommendations.

6. How does the program collaborate with services being provided by other agencies and programs? (i.e. minimize duplication, cover gaps in services, to refer and receive clients, to provide comprehensive services, etc.). If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

This program collaborates with several other agencies and programs, including the DACC Case Managers who meet weekly with the Alameda House staff in order to provide continuity of care to clients referred by DACC. Additionally, Integral Care has a strong working relationship with CommUnityCare providers which is leveraged as part of programming to meet client's primary care needs. Integral Care also collaborates with the Self Help and Advocacy Center (SHAC) and Austin Area Mental Health Consumers, who arrange for peer providers to lead groups and provide support to clients. Communities for Recovery and Foundation Communities assist with exploring housing options. Dress for Success and the Baldwin Beauty School provide clothing to clients to help women prepare for the workplace. Goodwill of Central Texas is an important collaborator in helping clients obtain work. The Food Pantry allows clients to volunteer to obtain work experience, and the Yellow Bike Project provides bikes as transportation and allows clients to help repair bikes and gain expertise with repair work. Integral Care also links clients with the Austin Clubhouse, which assists them in developing supportive relationships to maintain sobriety, and find work.

7. Describe your agency's involvement in community planning activities that are specific to the services provided under this program.

Integral Care is involved with community planning on several levels. Integral Care participates in the Criminal Justice Advisory Committee, which surveys and makes recommendations related to provision of services to individuals involved in the justice system—the same clients that will be participating in this program. Integral Care also works in depth with Central Health and the Crisis Services Implementation Committee, which assesses the array of services provided locally for primary and mental health care, including crisis care, and strategizes for developing services to meet the long-term needs of clients, including those in this program. Related to housing, Integral Care participates in City of Austin planning initiatives to address housing needs and develop resources, including supported housing, which is a primary need for many of Integral Care's clients.



City of Austin
Downtown Austin Community Court
 Exhibit B
PROGRAM BUDGET & BUDGET NARRATIVE

Agency Name: Integral Care
 Program Name: Road to Recovery Expansion

Line	Item	DACC Amount	Other Funders Amount	Total Program Budget
PERSONNEL				
1	Salary	\$ 151,725	\$ 576,896	\$ 728,621
2	Fringe	\$ 37,276	\$ 141,742	\$ 179,018
A	Subtotal - Personnel	\$ 189,001	\$ 718,638	\$ 907,639
OPERATING EXPENSES				
3	General Operating Expenses	\$ 51,142	\$ 193,460	\$ 244,602
4	Program Subcontractors	\$ -	\$ -	\$ -
5	Staff Travel - Out of Travis County			\$ -
6	Conferences - Out of Travis County			\$ -
B	Subtotal - Operating Expenses	\$ 51,142	\$ 193,460	\$ 244,602
ASSISTANCE FOR PROGRAM CLIENTS				
7	Food/Beverage for Clients	\$ 7,796	\$ 29,539	\$ 37,335
8	Direct Financial Assistance for Clients		\$ -	\$ -
9	Other	\$ 1,235	\$ 4,797	\$ 6,032
C	Subtotal - Direct Client Assistance	\$ 9,031	\$ 34,336	\$ 43,367
CAPITAL OUTLAY (with per Unit Cost >\$5,000)				
10	Capital Equipment (>\$5,000)	\$ 12,494	\$ 47,506	\$ 60,000
D	Subtotal Capital	\$ 12,494	\$ 47,506	\$ 60,000
TOTALS				
E	Total (A+B+C+D+E)	\$ 261,668	\$ 993,940	\$ 1,255,608
	Percent Share by Funding Source	21%	79%	100%



City of Austin



Downtown Austin Community Court
Exhibit B
PROGRAM BUDGET & BUDGET NARRATIVE

Line Item	Narrative/Description
PERSONNEL	
Salary	Salary and wages, bilingual wages and cell phone allowance for programmatic staff
Fringe	Taxes, health and dental, retirement, and workers compensation insurance for programmatic staff
OPERATING EXPENSES	
General Operating Expenses	Mileage within Travis County, network infrastructure allocation, facility expenses, interpretation service expenses, peer support contract expenses, vehicle maintenance & insurance, program supplies, licenses/permits and 10% admin indirect.
Program Subcontractors	
Staff Travel - Out of Travis County	
Conferences/Seminars - Out of Travis County	
DIRECT ASSISTANCE FOR PROGRAM CLIENTS	
Food/Beverage for Clients	Food and beverages for clients during program services
Financial Assistance for Clients	
Other	Bus and taxi fares for clients, recreational costs such as social skills groups and associated field trips, and personal and hygiene items for clients
CAPITAL OUTLAY (with per Unit Cost >\$5,000)	
Capital Equipment (>\$5,000)	Entry gate/fence at front entrance.

Output #1: Number of Unduplicated Clients Served per Quarter			
Quarter	Goal	Actual	Variance
Quarter 1: April - June			
1st - Apr - Jun	2		
Quarter 2: July - September			
2nd - Jul - Sept	10		
Quarter 3: October - December			
3rd - Oct - Dec	12		
Quarter 4: January - March			
4th - Jan - Mar	16		
Total	40		

Output #2: Number of Unduplicated Clients with Direct Admission to Alameda House			
Quarter	Goal	Actual	Variance
Quarter 1: April - June			
1st - Apr - Jun	4		
Quarter 2: July - September			
2nd - Jul - Sept	4		
Quarter 3: October - December			
3rd - Oct - Dec	4		
Quarter 4: January - March			
4th - Jan - Mar	4		
Total	16		

Output #3: Number of services provided by a Physician's Assistant such as medical and mental health services, addiction management, and assessments.			
Quarter	Goal	Actual	Variance
Quarter 1: April - June			
1st - Apr - Jun	0		
Quarter 2: July - September			
2nd - Jul - Sept	8		
Quarter 3: October - December			
3rd - Oct - Dec	10		
Quarter 4: January - March			
4th - Jan - Mar	12		
Total	30		

Output #4: Number of Individuals Enrolled in Alcohol and/or Opioid Detox Services			
Quarter	Goal	Actual	Variance
Quarter 1: April - June			
1st - Apr - Jun	0		
Quarter 2: July - September			
2nd - Jul - Sept	2		

Quarter 3: October - December			
3rd - Oct - Dec	2		
Quarter 4: January - March			
4th - Jan - Mar	2		
Total	6		

Outcome #1:	Percentage of Downtown Austin Community Court (DACC) clients engaged in program services for at least 48 hours								
Numerator:	Number of DACC clients engaged in program services for at least 48 hours								
Denominator:	Total number of DACC clients admitted into the program								
Quarter	Goal			Actual			Variance		
	Num	Den	Rate	Num	Den	Rate	Num	Den	Rate
Quarter 1: April - June									
1st - Apr - Jun	3	4	75.00%						
Quarter 2: July - September									
2nd - Jul - Sep	3	4	75.00%						
Quarter 3: October - December									
3rd - Oct - Dec	3	4	75.00%						
Quarter 4: January - March									
4th - Jan - Mar	3	4	75.00%						
Total	12	16	75.00%						

Outcome #2:	Percentage of Downtown Austin Community Court (DACC) clients engage in program services for at least 30 days								
Numerator:	Number of DACC clients engaged in program services for at least 30 days								
Denominator:	Total number of DACC clients that engaged in services for at least 48 hours								
Quarter	Goal			Actual			Variance		
	Num	Den	Rate	Num	Den	Rate	Num	Den	Rate
Quarter 1: April - June									
1st - Apr - Jun	1	3	33.33%						
Quarter 2: July - September									
2nd - Jul - Sep	2	3	66.67%						
Quarter 3: October - December									
3rd - Oct - Dec	1	3	33.33%						
Quarter 4: January - March									
4th - Jan - Mar	2	3	66.67%						
Total	6	12	50.00%						

Outcome #3:	Downtown Austin Community Court (DACC) clients who attend at least 75% of Co-Occurring Psychiatric and Substance Use Disorder programming								
Numerator:	Number of DACC clients who attend at least 75% of Co-Occuring Psychiatric and Substance Use Disorder								
Denominator:	Number of DACC clients in the program for at least 30 days								
Quarter	Goal			Actual			Variance		
	Num	Den	Rate	Num	Den	Rate	Num	Den	Rate
Quarter 1: April - June									

1st - Apr - Jun	1	2	50.00%						
Quarter 2: July - September									
2nd - Jul - Sep	1	2	50.00%						
Quarter 3: October - December									
3rd - Oct - Dec	1	2	50.00%						
Quarter 4: January - March									
4th - Jan - Mar	1	2	50.00%						
Total	4	8	50.00%						

Outcome #4:	Downtown Austin Community Court (DACC) clients who complete detox								
Numerator:	Number of DACC clients who successfully complete alcohol and/or opioid detox								
Denominator:	Number of DACC clients admitted into detox services								
Quarter	Goal			Actual			Variance		
	Num	Den	Rate	Num	Den	Rate	Num	Den	Rate
Quarter 1: April - June									
1st - Apr - Jun	0	0							
Quarter 2: July - September									
2nd - Jul - Sep	1	2	50.00%						
Quarter 3: October - December									
3rd - Oct - Dec	1	2	50.00%						
Quarter 4: January - March									
4th - Jan - Mar	1	2	50.00%						
Total	3	6	50.00%						



City of Austin
Downtown Austin Community Court

QUARTERLY PERFORMANCE REPORT

Agency Name	Integral Care
Program Name	Road to Recovery Expansion
Reporting Period	
Certification	By submitting this performance report to the City of Austin, I certify that it has been made in accordance with the terms and conditions of the Contract with the City of Austin. I also certify that the data reported below is correct and documentation can be provided to the City of Austin to support the data reported below.
Preparer's Name	
Preparer's Title	
Date Certified	

Please describe the successes achieved during the current reporting period. These successes should address any variances indicated in the performance measures

Please describe any challenges encountered during the current reporting period. These challenges should address any variances indicated in the performance measures

Please describe any trends observed during the current reporting period. Trends could pertain to client demographics or needs, services gaps, program outcomes, social/environmental/economic/political factors.



M E M O R A N D U M

**City of Austin
Financial Services Department
Purchasing Office**

DATE: 6/27/19
TO: Memo to File
FROM: Ricardo Zavala, Procurement Specialist III
RE: MA 4600 NA190000174

This Master Agreement Contract was created and administered by Downtown Austin Community Court. All original documents are located with the department. The Purchasing Office is not responsible for any procurement action for this Master Agreement Contract other than creation of the payment mechanism for accounting purposes.



**AGREEMENT
BETWEEN**

**THE CITY OF AUSTIN
AND
INTEGRAL CARE**

**FOR
ROAD TO RECOVERY EXPANSION**

AGREEMENT NO. MA 4600 NA190000174

AGREEMENT AMOUNT: \$261,668

This Agreement is made by and between the City of Austin ("City") acting by and through its Downtown Austin Community Court ("DACC"), a home-rule municipality incorporated by the State of Texas, and Integral Care ("Grantee"), having offices at 1430 Collier Street, Austin, TX 78704.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1. **Engagement of the Grantee.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits (the "Deliverables").
- 1.2. **Responsibilities of the Grantee.** The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in Exhibit A, Program Work Statement. The Grantee shall assure that all Agreement provisions are met by the Subgrantee.
 - 1.2.1. The Grantee's Agreement Manager for the engagement shall be Sherry Blyth, Phone: (512) 804-3450, Email Address: Sherry.Blyth@IntegralCare.org. The Grantee's Agreement Manager:
 - 1.2.1.1. shall represent the Grantee with regard to performance of this Agreement; and
 - 1.2.1.2. shall be the designated point of contact for the City's Agreement Manager.
- 1.3. **Responsibilities of the City.** The City's Agreement Manager will be responsible for exercising oversight and monitoring of Grantee's performance under this Agreement. Specifically, the Agreement Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Agreement Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Agreement Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.
 - 1.3.1. The City's Agreement Manager for the engagement shall be Laura Williamson, Phone: (512) 974-1233, Email Address: Laura.Williamson2@AustinTexas.gov. The City's Agreement Manager:

- 1.3.1.1. may meet with Grantee to discuss any operational issues or the status of the services or work to be performed;
 - 1.3.1.2. shall represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement;
 - 1.3.1.3. shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information; and
 - 1.3.1.4. shall approve all requests for payment, as appropriate.
- 1.4. **Designation of Key Personnel.** If either party replaces its Agreement Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

- 2.1. **Term of Agreement.** The Agreement shall be in effect for a term of TWELVE (12) months beginning April 1, 2019 through March 31, 2020, and may be extended thereafter for up to FOUR (4) additional TWELVE (12) month periods, subject to the approval of the Grantee and the City Purchasing Officer or their designee.
- 2.1.1. Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

SECTION 3. PROGRAM WORK STATEMENT

- 3.1. **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

- 4.1. **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial TWELVE (12) month term shall not exceed the amount approved by City Council (the "Appropriated amount"), which is TWO HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS (\$261,668), and TWO HUNDRED SIXTY-ONE THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS (\$261,668) per TWELVE (12) month extension option, for a total Agreement amount of ONE MILLION THREE HUNDRED EIGHT THOUSAND THREE HUNDRED FORTY DOLLARS (\$1,308,340). Continuation of the Agreement beyond the initial TWELVE (12) months is specifically contingent upon the availability and allocation of funding by City Council.
- 4.1.1. The Grantee shall expend City funds according to the approved budget categories described in Exhibit B, Program Budget and Narrative.
- 4.1.1.1. **Budget Revision:** The Grantee may make transfers between or among the approved budget categories with the City Agreement Manager's prior approval, provided that:
- 4.1.1.1.1. The cumulative amount of the transfers between direct budget categories is not more than 10% of the program period total –or– \$50,000, whichever is less;
 - 4.1.1.1.2. the transfers will not increase or decrease the total monetary obligation of the City under this Agreement; and
 - 4.1.1.1.3. the transfers will not change the nature, performance level, or scope of the program funded under this Agreement.

4.1.1.2. Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City's Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1.2 and 4.1.1.1.3 above.

4.1.1.2.1. The Grantee must submit a Budget Revision Form to the City prior to the submission of the Grantee's first monthly billing to the City following the transfer.

4.2. Request for Payment.

4.2.1. Payment to the Grantee shall be due thirty (30) calendar days following receipt by City's Agreement Manager of Grantee's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using the forms provided by the City. The Payment Request and Monthly Expenditure Report must be submitted to the City no later than 5:00 p.m. Central Standard Time 25 calendar days following the end of the month covered by the Payment Request and Monthly Expenditure Report. If the 25th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request is extended to no later than the 1st weekday immediately following the weekend or holiday.

4.2.2. Grantee must provide the City with a General Ledger Detail report from the Grantee's financial management system for each Payment Request and Monthly Expenditure Report. The City may require the Grantee to provide additional supporting documentation to verify the amounts listed on the Payment Request and Monthly Expenditure Report. Additional supporting documentation may include, but is not limited to:

4.2.2.1. check ledger from the Contractor's financial management system;

4.2.2.2. payroll reports and summaries, including salary allocation reports and signed timesheets;

4.2.2.3. receipts and invoices; and

4.2.2.4. copies of checks and bank statements showing transactions as cleared.

4.2.3. The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation from time to time, as needed.

4.3. Payment.

4.3.1. All proper requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later. Requests for Payment received without all required information cannot be processed and will be returned to the Grantee.

4.3.2. If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3. The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of:

4.3.3.1. delivery of unsatisfactory services by the Grantee;

4.3.3.2. third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3. failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

4.3.3.4. damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

4.3.3.5. reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6. failure of the Grantee to submit proper payment requests and expenditure reports with all required attachments and supporting documentation; or

4.3.3.7. failure of the Grantee to comply with any material provision of the Agreement.

4.3.4. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

4.4. **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Agreement. The absence of Appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

4.5. **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates ("Rates") as published and maintained on the Internet at: <http://www.gsa.gov/portal/category/21287>

No amounts in excess of the City's Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the applicable provisions of the Internal Revenue Code or related Regulations.

4.6. **Final Payment and Close-Out.** The making and acceptance of final payment will constitute:

4.6.1. a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.2. a waiver of all claims by the Grantee against the City that are known or should reasonably be known by Grantee at the time it accepts final payment, other than those previously asserted in writing and not yet settled.

4.7. **Financial Terms.**

4.7.1. City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this

Agreement. The City shall not be liable to Grantee for any costs incurred by the Grantee which are not reimbursable as set forth in Section 4.8.

- 4.7.2. City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other Deliverable required under this Agreement.
- 4.7.3. Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.
- 4.7.4. City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, City shall not be liable for any costs incurred by Grantee which were:
a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 2.1, or b) not billed to City within sixty (60) calendar days following termination date of this Agreement.
- 4.7.5. Grantee agrees to refund to City any funds paid under this Agreement which City determines have resulted in overpayment to Grantee or which City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within thirty (30) calendar days after a written refund request is submitted by City. City may, at its discretion, offset refunds due from any payment due Grantee, and City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.
- 4.7.6. Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed.
- 4.7.7. Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

4.8. Allowable and Unallowable Costs.

- 4.8.1. The City shall make the final determination in its sole reasonable determination of whether a cost is allowable or unallowable under this Agreement.
- 4.8.2. Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 2.1, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City.
- 4.8.3. To be allowable under this Agreement, a cost must meet all of the following general criteria:
 - 4.8.3.1. Be reasonable for the performance of the activity under the Agreement;
 - 4.8.3.2. Conform to any limitations or exclusions set forth in this Agreement;
 - 4.8.3.3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization;

- 4.8.3.4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP); and
- 4.8.3.5. Be adequately documented.
- 4.8.4. The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination in its sole reasonable judgement as to whether an expense is an allowable cost.
 - 4.8.4.1. Alteration, construction, or relocation of facilities
 - 4.8.4.2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
 - 4.8.4.3. Equipment and other capital expenditures.
 - 4.8.4.4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
 - 4.8.4.5. Organization costs (costs in connection with the establishment or reorganization of an organization)
 - 4.8.4.6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
 - 4.8.4.7. Selling and marketing
 - 4.8.4.8. Travel/training outside Travis County
- 4.8.5. The following types of expenses are specifically **not** allowable with City funds under this Agreement. The City shall have the authority to make the final determination in its sole reasonable judgement as to whether an expense is an allowable cost.
 - 4.8.5.1. Alcoholic beverages
 - 4.8.5.2. Bad debts
 - 4.8.5.3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
 - 4.8.5.4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
 - 4.8.5.5. Deferred costs
 - 4.8.5.6. Donations and contributions including donated goods or space
 - 4.8.5.7. Entertainment costs, other than expenses related to client incentives
 - 4.8.5.8. Fines and penalties (including late fees)
 - 4.8.5.9. Fundraising and development costs
 - 4.8.5.10. Goods or services for officers' or employees' personal use
 - 4.8.5.11. Housing and personal living expenses for organization's officers or employees
 - 4.8.5.12. Idle facilities and idle capacity
 - 4.8.5.13. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant

- 4.8.5.14. Lobbying or other expenses related to political activity
- 4.8.5.15. Losses on other agreements or casualty losses
- 4.8.5.16. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
- 4.8.5.17. Taxes, other than payroll and other personnel-related levies
- 4.8.5.18. Travel outside of the United States of America

4.9. Reports.

- 4.9.1. Grantee must submit a fully and accurately completed "Payment Request" and "Expenditure Report" to the City's Agreement Manager using the forms provided by the City. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Expenditure Report, the City shall process payment to the Grantee of an amount equal to City's payment obligations, subject to deduction for any unallowable costs.
- 4.9.2. Grantee shall submit quarterly performance reports for each the performance measures outlined in Exhibit C, Program Performance Measures, using the format and method specified by the City no later than 25 calendar days following each calendar quarter. If the 25th calendar day falls on a weekend or holiday, the deadline to submit the quarterly performance report is extended to no later than the 1st weekday immediately following the weekend or holiday. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.
- 4.9.3. Grantee shall submit client level information of each client served during the contract period to the City no later than July 25th. If July 25th occurs on a weekend, the deadline to submit the performance report is extended to no later than the 1st weekday immediately following the weekend. The City will provide Contractor with a reporting format and method. The client level information will include but not be limited to the following:
 - 4.9.3.1. name and DOB of each client served during the contract period;
 - 4.9.3.2. date service(s) began for each client served during the contract period;
 - 4.9.3.3. housing status of each client served during the contract period at the date service(s) began;
 - 4.9.3.4. date service(s) terminated for each client served during the contract period;
 - 4.9.3.5. housing status of each client served during the contract period at the date service(s) terminated;
 - 4.9.3.6. If housed at the date service(s) terminated, type of housing;
 - 4.9.3.7. program completion status: successful, unsuccessful – noncompliant, unsuccessful – against medical advice, unsuccessful – other;
 - 4.9.3.8. description of service(s) provided to each client served during the contract period;
 - 4.9.3.9. cost of service(s) provided to each client served during the contract period; and
 - 4.9.3.10. additional client information/comments
- 4.9.4. Grantee shall submit a Program Period Report, using the forms provided by the City within 60 calendar days following the end of each Term of Agreement identified in Section 2.1.
- 4.9.5. Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

- 4.10. Grantee Policies and Procedures.** Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.
- 4.11. Monitoring and Evaluation.**
- 4.11.1. Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Budget, and Program Performance Measures, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.
 - 4.11.2. The City expressly reserves the right to monitor client-level data related to services provided under this Agreement.
 - 4.11.3. Except as may be prohibited by applicable law, rule, regulation or third party agreement, Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Term of Agreement upon request following the receipt of the final report.
 - 4.11.4. Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.
- 4.12. Financial Audit of Grantee.**
- 4.12.1. In the event Contractor expends \$750,000 or more during Contractor's fiscal year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.
 - 4.12.2. If Contractor is not subject to the Single Audit Act of 1984, and expends \$750,000 or more during Contractor's fiscal year, then Contractor shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS).
 - 4.12.3. If Contractor expends less than \$750,000 during Contractor's fiscal year, then Contractor shall choose to have a full financial audit or a financial review performed in accordance with Generally Accepted Auditing Standards (GAAS).
 - 4.12.4. Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.
 - 4.12.5. Contractor must submit 1 Board of Directors-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Contractor's fiscal year. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.
 - 4.12.5.1. Contractor's Board Chair must complete a Board Audit Review Certification form.
 - 4.12.5.2. A signed and dated Board Audit Review Certification form will be due to the City with the financial audit report or financial review report. The City will deem the financial audit

report/financial review report incomplete if Contractor fails to submit the Board Audit Review Certification form.

4.12.6. The City will contact the independent auditor to verify:

4.12.6.1. the auditor completed the financial audit report/financial review report received from Contractor;

4.12.6.2. the auditor presented the financial audit report/financial review report to Contractor's Board of Directors or a committee of the Board, and;

4.12.6.3. the date the financial audit report/financial review report was presented to Contractor's Board of Directors or a committee of the Board.

4.12.7. The City will contact Contractor's Board of Directors Chair to verify that the auditor presented the financial audit report/financial review report to Contractor's Board of Directors or a committee of the Board.

4.12.8. The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Contract to the City Auditor for analysis, or move to terminate the Contract.

4.13. **Right To Audit By Office of City Auditor.**

4.13.1. Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.13.2. Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

SECTION 5. TERMINATION

5.1. **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

5.2. **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

5.3. **Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the

date of such notice, unless the Grantee, within such 10 day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform as required by the terms of this Agreement during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

5.4. **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of Appropriated funds or funds otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5.5. **Fraud.** Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

6.1. **Insurance.** The following insurance requirements apply.

6.1.1. General Requirements

- 6.1.1.1. The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.
- 6.1.1.2. The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.
- 6.1.1.3. The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 6.1.1.4. The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.
- 6.1.1.5. The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.
- 6.1.1.6. The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept

workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

- 6.1.1.7. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin
Downtown Austin Community Court
ATTN: Contract Management Team
P. O. Box 13464
Austin, Texas 78711

- 6.1.1.8. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

- 6.1.1.9. If insurance policies are not written for amounts specified; the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

- 6.1.1.10. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

- 6.1.1.11. The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

- 6.1.1.12. The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

- 6.1.1.13. The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

- 6.1.1.14. The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

- 6.1.2. Specific Coverage Requirements. The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

- 6.1.2.1. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B

(Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1. Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project

6.1.2.1.2. Independent Grantee's Coverage

6.1.2.1.3. Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.5. Thirty calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

6.1.2.1.6. The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage

6.1.2.1.7. If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

6.1.2.1.8. The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2. Business Automobile Liability Insurance.

6.1.2.2.1. Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

6.1.2.2.1.1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.

6.1.2.2.1.2. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

6.1.2.2.2. All policies shall contain the following endorsements:

6.1.2.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage

6.1.2.2.2.2. Thirty calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage

6.1.2.2.2.3. The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

6.1.2.3. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by

disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1. The Grantee's policy shall apply to the State of Texas

6.1.2.3.2. Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3. Thirty calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4. Professional Liability Insurance.

6.1.2.4.1. Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5. Blanket Crime Policy Insurance. A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6. Directors and Officers Insurance. Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7. Property Insurance. If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents, must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9. Certificate. The following statement must be shown on the Certificate of Insurance:

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2. Equal Opportunity.

- 6.2.1. **Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.
- 6.2.2. **Americans with Disabilities Act (ADA) Compliance.** No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.
- 6.3. **Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours with Grantee's prior permission (which will not be withheld unreasonably), and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4. **Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5. **Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in or as implied by the terms of the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

- 7.1. **Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.
- 7.2. **Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1. **Criminal Background Checks.** The Grantee agrees that no employee, volunteer or other persons working under the direction of the Grantee in the provision of the services under this Agreement in a manner which involves direct client contact, will provide services in a manner which involves direct client contact if the person is barred from employment in a facility under Section 250.006 of the Texas Health and Safety Code.
- 8.2. **Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA).

In case of conflict, the most stringent safety requirement shall govern. To the extent provided by the laws and constitution of the State of Texas, and without waving any immunity or other protection to which it may otherwise be entitled, Grantee shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

8.2.1. The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City. (Source: City of Austin Ordinance 20051201-013)

8.3. **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or local guidelines, or in a manner that is reasonably determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the potential violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4. **Indemnity.**

8.4.1. Definitions:

8.4.1.1. "INDEMNIFIED PARTIES" MEANS THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS

8.4.1.2. "INDEMNIFIED CLAIMS" MEANS ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS AND LIABILITY OF EVERY CHARACTER, TYPE OR DESCRIPTION, INCLUDING ALL REASONABLE COSTS AND EXPENSES OF LITIGATION, MEDIATION OR OTHER ALTERNATE DISPUTE RESOLUTION MECHANISM, INCLUDING ATTORNEY AND OTHER PROFESSIONAL FEES FOR:

8.4.1.2.1. DAMAGE, DESTRUCTION OR LOSS OF USE OF PROPERTY OWNED OR BELONGING TO ANY PERSON (INCLUDING, BUT NOT LIMITED TO THE CITY, THE GRANTEE, THEIR RESPECTIVE AGENTS, OFFICERS, EMPLOYEES AND SUBGRANTEES; THE OFFICERS, AGENTS, AND EMPLOYEES OF SUCH SUBGRANTEES; AND THIRD PARTIES); AND/OR;

8.4.1.2.2. DEATH, BODILY INJURY, OCCUPATIONAL ILLNESS OR DISEASE, WORKER'S COMPENSATION CLAIMS, LOSS OF SERVICES, OR LOSS OF INCOME OR WAGES TO ANY PERSON (INCLUDING BUT NOT LIMITED TO THE AGENTS, OFFICERS AND EMPLOYEES OF THE CITY, THE GRANTEE, THE GRANTEE'S SUBGRANTEES, AND THIRD PARTIES)

8.4.1.3. "GRANTEE'S PARTIES" MEANS THE GRANTEE, ITS OFFICERS, AGENTS, EMPLOYEES, SUBGRANTEES, SUCCESSORS OR ASSIGNS

8.4.2. TO THE EXTENT PROVIDED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS AND WITHOUT WAIVING ANY IMMUNITY OR OTHER PROTECTION TO WHICH IT MAY OTHERWISE BE ENTITLED, THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY OR INDIRECTLY ARISING OUT OF (A) A BREACH OF THIS AGREEMENT OR VIOLATION OF LAW BY GRANTEE'S PARTIES, (B) A FALSE REPRESENTATION OR WARRANTY MADE BY THE GRANTEE'S PARTIES IN THIS AGREEMENT OR IN GRANTEE'S PROPOSAL, (C) THE NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF A STANDARD OF STRICT LIABILITY BY THE GRANTEE'S PARTIES IN CONNECTION WITH THIS AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF EITHER OF THE PARTIES TO SEEK CONTRIBUTION AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM. GRANTEE'S PARTIES OBLIGATIONS UNDER THIS ARTICLE ARE

NOT EXCUSED IN THE EVENT A CLAIM IS CAUSED IN PART BY THE ALLEGED NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.

8.4.3. City shall give Grantee written notice of a Claim asserted against any Indemnified Parties. In the event the City elects Grantee defend the City, the Grantee shall assume on behalf of the Indemnified Parties and conduct with due diligence and in good faith the defense of all Claims against the Indemnified Parties. The Indemnified Parties shall have the right (but not the obligation) to participate in the defense of any claim or litigation with attorneys of their own selection without relieving Grantee of any obligations in this agreement.

8.4.4. In no event may Grantee admit liability on the part of an Indemnified Party without the written consent of City Attorney. Maintenance of the insurance required under this Agreement shall not limit Grantee's obligations under this Article. Grantee shall require all Subgrantees to indemnify the City in the same manner as provided in this Article.

8.5. **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6. **Business Continuity.** Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request.

8.6.1. Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7. **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 3 business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:	To the Grantee:	With copy to:
City of Austin	Integral Care	City of Austin
Downtown Austin Community Court		Downtown Austin Community Court
ATTN: Laura Williamson Business Process Specialist	ATTN: Sherry Blyth Director of Crisis Services, Substance Use Treatment and Justice Initiatives	ATTN: Robert Kingham Court Operations Manager
719 E. 6 th St.	1430 Collier Street	719 E. 6 th St.
Austin, TX 78701	Austin, TX 78704	Austin, TX 78701

- 8.8. **Confidentiality.** In order to provide the Deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 8.9. **Advertising.** Grantee may publicize the activities conducted by the Grantee under this Agreement, with the prior approval of the City (which approval will not be withheld unreasonably). Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10. **No Contingent Fees.** The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11. **Gratuities.** The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.
- 8.12. **Prohibition Against Personal Interest in Agreements.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.
- 8.13. **Independent Grantee.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent

Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

- 8.14. Assignment-Delegation.** The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.
- 8.15. Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16. Modifications.** The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.
- 8.17. Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.
- 8.18. Dispute Resolution.**
- 8.18.1.** If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 1 senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- 8.18.2.** If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to 30 calendar days from

the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19. Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program.

MBE/WBE goals do not apply to this Agreement.

8.20. Living Wage Policy.

Living Wage policy does not apply to this Agreement.

8.21. Subgrantees.

8.21.1. Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1. require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2. prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3. require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4. require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5. require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6. maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2. The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3. The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22. Jurisdiction and Venue. The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts.

The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

- 8.23. **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

- 8.24. **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

- 8.25. **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.
- 8.26. **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.
- 8.27. **Public Information Act.** Each party acknowledges that the other party is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within each party's possession or to which either party has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.
- 8.28. **HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Each must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information, in compliance with the requirements of HIPAA.


8.29. **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30. **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

In witness whereof, the parties have caused duly authorized representatives to execute this Agreement on the dates set forth below.

Integral Care

Signature: 

Name: David Erans
Printed Name

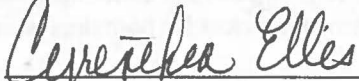
Title: CEO

Address: 1430 Collier St

City, State, & Zip: Austin, Tx
78704

Date: 5/15/19

City of Austin

Signature: 

Name: Cyrenthea Ellis
Printed Name

Title: Procurement MANAGER

Address: _____

City, State, & Zip: _____

Date: 6/28/19

Program Work Statement

Exhibit A

Agency Name: Austin-Travis County Mental Health and Mental Retardation Center,
dba Integral Care
Program Name: Road to Recovery Expansion
Contract Period: April 1, 2019-March 31, 2020

In the spaces immediately following each numbered item below, clearly address the corresponding question or issue described below. Your completed Work Statement form should not exceed three (3) pages total. Please be as concise as possible when providing the information requested. Do not include information about agency history, past performance, accolades received, or needs of the client population.

1. What are the goals and objectives of the program?

Services will be provided by Integral Care staff in the community and at the residential Alameda House location, which provides services 24 hours a day and 7 days a week, to address service gaps in the Austin area. These service gaps include a need for simple, direct access to brief residential treatment programs for clients experiencing homelessness; programs meeting needs of clients in a pre-contemplative or contemplative stage of readiness for change; and specialized trauma-informed services for homeless women referred by DACC.

Women's health care, including prenatal and OB/GYN services, will be facilitated. Coordination of trauma treatment will occur to address the frequent victimization and exploitation of homeless women when clinically appropriate.

Integral Care will work with DACC to try to admit most or all clients within the same day as the referral.

2. Describe the program target client population.

Integral Care anticipates many of the clients referred through this program to be similar to the current target population served including experience with chronic homelessness, along with the presence of substance use disorder, psychiatric illness, and/or other medical concerns.

The target population may have criminal backgrounds that include arson and sex offenses, which can negatively impact access to housing services. Program staff works closely with agency programs and partners that specialize in housing in order to identify and access housing resources that are available to those clients with these particular offenses.

Clients served through this agreement will be referred to Integral Care by Downtown Austin Community Court for engagement in services. DACC referrals will be currently experiencing homelessness, have an open case with DACC or other involvement in the criminal justice system, and will be in the Austin/Travis County area. Other clients may be admitted with prior consultation and written approval from DACC.

3. Describe how the program is delivered to the target client population. Provide enough detail so that the Contract Manager is able to have a comprehensive understanding of your services and how they are delivered to clients.

Clients are engaged at their current level of readiness for change. The program is designed around the Transtheoretical Model conceptualized by Prochaska & DiClemente, also known as the Stages of Change model. Staff are trained to recognize and respond to the needs of clients in each stage and assist them in utilizing cognitive, affective, and behavioral processes that will enable movement to the next stage. Clients do not need to indicate interest or commit to extended substance use treatment in order to be admitted to the program. If clients move to an action stage of change during their stay at Alameda House, they will be able to attend several daily groups focused on Co-Occurring Psychiatric and Substance Use Disorders (COPSD) treatment, and will receive individual COPSD treatment from the Alameda House providers. Additionally, when clinically appropriate and capacity allows, clients may transfer to the DACC-funded Road to Recovery program, which funds treatment at the Intensive Outpatient Program (IOP).

Staff continuously assess clients as they move among stages of change, and clients have access when ready to Integral Care's new Substance Use Treatment Hub. The Hub utilizes several evidence-based approaches, including the SBIRT (Screening, Brief Intervention, and Referral to Treatment) tool, as well as the Stages of Change Model and Motivational Interviewing, to meet people where they are. The Hub will provide immediate access to counseling support and navigation to other substance use specialty care programs such as OBOT (Office-Based Opioid Treatment), Outpatient Detox, Oak Springs IOP (Intensive Outpatient Program group services), and MAT (Medication Assisted Treatment) as needed. American Society of Addiction Medicine (ASAM) criteria is also used as a guide to determine appropriate level of care along with individual choice.

Clients have access to 3 beds at Alameda House, where they can access medication stabilization and support, case management, life skills training, substance use treatment services, benefits application completion, and housing assistance. Evidence-based approaches and curricula are used in group and individual treatment, including Motivational Interviewing, Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Mindfulness, and contingency management; in particular, the "Seeking Safety" programs are utilized to address the special needs of women. Life skills groups, such as self-care, laundry, budgeting, stress and anger management, shopping, cooking, cleaning, resume writing are be offered. Individual case management services will connect clients with medical services, identification, MAP, food stamps, and other public benefits as needed. A Peer Provider will offer engagement and recovery support services.

Transportation to and from appointments will be provided as well as 3 meals per day, linens, and laundry service. The caseload will consist of approximately 1-2 clients per case worker. Additional activities and services are offered days, evenings, and weekends, and include 12-step meetings, celebratory occasions, and community outings.

Length of stay for this pre-contemplative program is determined by client need, from one day to 90 days. After their stay, clients may receive up to 90 days of aftercare services as well. If clinically appropriate and capacity exists, clients may be transferred into the Road to Recovery program for an additional 90 days, which would be contingent on mutual agreement with DACC Case Managers. A primary goal of the program is client engagement in services, so clients may utilize services for a short period of time, such as one week, or a longer period of time based on their

desire for supportive services and ongoing treatment. Aftercare services for an additional 90 days will help support clients in their community environments and maintain the goals they have accomplished during services, such as housing and medical treatment.

Additionally, clients can continue attending the evidence-based treatment groups provided on-site during days, evenings, and weekends, and to benefit from the specific services provided to women such as coordination of health and prenatal care, employment assistance with support in obtaining childcare and safe transportation to and from work, and trauma-informed treatment and resources. Continuous assessment of client's Stage of Change will occur during Aftercare, and access to the Substance Use Treatment Hub will continue.

Discharge planning begins from the time of admission so that clients are prepared and ready for transition into the community. Comprehensive planning is initiated at intake, including collaboration with DACC Intensive Case Manager and Integral Care housing case managers. Staff are trained in the use of Motivational Interviewing and Stages of Changes, so continuous assessment occurs throughout treatment in order to provide the client with the services that meet their needs and desires as they move through the levels of readiness for change. Once an individual has been discharged to the community, the aftercare services are provided in the community and at Alameda House in order to support recovery, maintain the gains made in residential treatment, and ensure tenure in the community.

Integral Care has policies in place to ensure that individuals who have limited English proficiency or other communication needs have access to language assistance at no cost to them. Technology is in place on facility computers to enable interpretation during meetings in caseworker offices, and there are bilingual staff (Spanish/English) on site who are certified to provide interpretation for mental health services. Additionally, the agency has American Sign Language interpreters on staff to assist clients. Our Learning and Development team created an online culturally competent care training that meets the 15 CLAS standards. New and existing providers were asked to complete the training as part of the standard training requirements. Human Resources began advertising career opportunities to the Asian American Behavioral Health Network, African American Behavioral Health Network and Latino Healthcare Forum.

4. Describe the system (who, what, when, how) that will be used to collect and report program data, including client intake/assessments and performance measures.

Integral Care has utilized an electronic health record to manage data concerning client services, treatment, and outcomes. Additionally, Integral Care has created a new department, "One Data" which utilizes another layer of data management to derive even more in-depth information. These systems have been utilized to successfully provide the required information and reporting to the City of Austin and DACC as required by existing agreements.

Case managers and direct care staff document into the clients file. Case managers document each individual meeting with clients, and when clients attend groups, the case manager leading the group documents the service into the clients' charts. Direct care staff document at least one note per shift (3 shifts in 24 hours) and more if there is additional information related to functioning or needs. The Program Manager may also document as needed per meetings or interactions/interventions with clients. Client's attendance at activities such as morning meditation, or field trips, is documented by the case manager leading the activity. Clients see the nurse and prescriber 1-2 times per month, and those providers would document services into the client records as they occur.

5. Program Evaluation Plan Please address both of the following areas:

- a) Performance Evaluation – describe how the agency will evaluate the program's performance in achieving program goals;

Reports are utilized to identify needs for clients in service, and adjust strategies to reach and engage clients in current programs. Such reports include the number of clients referred and admitted, as well as the length of time in services. The data is then utilized to gauge the effectiveness of the program. Outcome data is also gathered, such as the rate of program completion, and together with customer satisfaction survey data, program structure and offerings may be adjusted to better meet the requests of the clients for particular groups or skills training.

The Program Manager runs reports from Cerner Anasazi (Integral Care's electronic health record) at least monthly to review the hours of services provided, the types of service, and the goals that are achieved (obtained ID, etc.). Additionally, the number of clients referred and admitted, length of service, and outcomes are tracked in an Excel spreadsheet by the Program Manager. These reports are used to assess quality of services as well as to complete reports that are provided to City of Austin/DACC. The Practice Administrator reviews monthly and recommends changes as needed.

- b) Quality Improvement – describe the process for identifying areas of strength and improvement in Services delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective

As listed above, reports are generated from each client's electronic health record as well as the Excel spreadsheets completed by the Program Manager, documenting client services. In addition, customer satisfaction surveys are completed using the kiosk in the lobby, and Integral Care's Quality Management department tabulates results and distributes to the Program Manager and Practice Administrator on a monthly basis for review. Another means of evaluating program quality is by utilizing data that comes from Integral Care's Incident Reporting system. An agency committee reviews the reports and makes recommendations on quality improvement, and meta-reports can be generated that indicate the types of incidents that are occurring to identify trends and make appropriate programmatic or environmental changes. The Quality Leadership Team receives reports and recommendations from the Quality Management Department and may forward to the Board for review as appropriate. Integral Care is accredited by the Joint Commission, and participates in bi-annual site surveys which may result in quality improvement recommendations.

6. How does the program collaborate with services being provided by other agencies and programs? (i.e. minimize duplication, cover gaps in services, to refer and receive clients, to provide comprehensive services, etc.). If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

This program collaborates with several other agencies and programs, including the DACC Case Managers who meet weekly with the Alameda House staff in order to provide continuity of care to clients referred by DACC. Additionally, Integral Care has a strong working relationship with CommUnityCare providers which is leveraged as part of programming to meet client's primary care needs. Integral Care also collaborates with the Self Help and Advocacy Center (SHAC) and Austin Area Mental Health Providers, who arrange for peer providers to lead groups and provide support to

clients. Communities for Recovery and Foundation Communities assist with exploring housing options. Dress for Success and the Baldwin Beauty School provide clothing to clients to help women prepare for the workplace. Goodwill of Central Texas is an important partner in helping clients obtain work. The Food Pantry allows clients to volunteer to obtain work experience, and the Yellow Bike Project provides bikes as transportation and allows clients to help repair bikes and gain expertise with repair work. Integral Care also link clients with the Austin Clubhouse, which assists them in developing supportive relationships to maintain sobriety, and find work.

7. Describe your agency's involvement in community planning activities that are specific to the services provided under this program.

Integral Care is involved with community planning on several levels. Integral Care participates in the Criminal Justice Advisory Committee, which surveys and makes recommendations related to provision of services to individuals involved in the justice system—the same clients that will be participating in this program. Integral Care also works in depth with Central Health and the Crisis Services Implementation Committee, which assesses the array of services provided locally for primary and mental health care, including crisis care, and strategizes for developing services to meet the long-term needs of clients, including those in this program. Related to housing, Integral Care participates in City of Austin planning initiatives to address housing needs and develop resources, including supported housing, which is a primary need for many of Integral Care's clients.



City of Austin
Downtown Austin Community Court
 Exhibit B
PROGRAM BUDGET & BUDGET NARRATIVE

Agency Name: Integral Care
 Program Name: Road to Recovery Expansion

Line	Item	DACC Amount	Other Funders Amount	Total Program Budget
PERSONNEL				
1	Salary	\$ 151,725	\$ 576,896	\$ 728,621
2	Fringe	\$ 37,276	\$ 141,742	\$ 179,018
A	Subtotal - Personnel	\$ 189,001	\$ 718,638	\$ 907,639
OPERATING EXPENSES				
3	General Operating Expenses	\$ 51,142	\$ 193,460	\$ 244,602
4	Program Subcontractors	\$ -	\$ -	\$ -
5	Staff Travel - Out of Travis County			\$ -
6	Conferences - Out of Travis County			\$ -
B	Subtotal - Operating Expenses	\$ 51,142	\$ 193,460	\$ 244,602
ASSISTANCE FOR PROGRAM CLIENTS				
7	Food/Beverage for Clients	\$ 7,796	\$ 29,539	\$ 37,335
8	Direct Financial Assistance for Clients		\$ -	\$ -
9	Other	\$ 1,235	\$ 4,797	\$ 6,032
C	Subtotal - Direct Client Assistance	\$ 9,031	\$ 34,336	\$ 43,367
CAPITAL OUTLAY (with per Unit Cost >\$5,000)				
10	Capital Equipment (>\$5,000)	\$ 12,494	\$ 47,506	\$ 60,000
D	Subtotal Capital	\$ 12,494	\$ 47,506	\$ 60,000
TOTALS				
E	Total (A+B+C+D+E)	\$ 261,668	\$ 993,940	\$ 1,255,608
	Percent Share by Funding Source	21%	79%	100%



City of Austin
Downtown Austin Community Court
 Exhibit B
PROGRAM BUDGET & BUDGET NARRATIVE

Line Item	Narrative/Description
PERSONNEL	
Salary	Salary and wages, bilingual wages and cell phone allowance for programmatic staff
Fringe	Taxes, health and dental, retirement, and workers compensation insurance for programmatic staff
OPERATING EXPENSES	
General Operating Expenses	Mileage within Travis County, network infrastructure allocation, facility expenses, interpretation service expenses, peer support contract expenses, vehicle maintenance & insurance, program supplies, licenses/permits and 10% admin indirect.
Program Subcontractors	
Staff Travel - Out of Travis County	
Conferences/Seminars - Out of Travis County	
DIRECT ASSISTANCE FOR PROGRAM CLIENTS	
Food/Beverage for Clients	Food and beverages for clients during program services
Financial Assistance for Clients	
Other	Bus and taxi fares for clients, recreational costs such as social skills groups and associated field trips, and personal and hygiene items for clients
CAPITAL OUTLAY (with per Unit Cost >\$5,000)	
Capital Equipment (>\$5,000)	Entry gate/fence at front entrance.



**City of Austin
Downtown Austin Community Court**

PROGRAM PERFORMANCE MEASURES

Exhibit C

Agency Name	Austin Travis County Mental Health & Mental Retardation Center, dba Integral Care
Program Name	Road to Recovery Expansion
Contract Period	April 1, 2019-March 31, 2020

Output #1	Number of Unduplicated Clients Served per quarter		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Apr - Jun	8		8
2nd - Jul - Sept	8		8
3rd - Oct - Dec	8		8
4th - Jan - Mar	8		8
YTD Total	32	0	32

Output #2	Number of Unduplicated Clients with Direct Admission to Alameda House		
Quarter	DACC Goal	Other Funders Goal	Total Program Goal
1st - Apr - Jun	7		7
2nd - Jul - Sept	7		7
3rd - Oct - Dec	7		7
4th - Jan - Mar	7		7
YTD Total	28	0	28



City of Austin
Downtown Austin Community Court

PROGRAM PERFORMANCE MEASURES

Exhibit C

Agency Name	Austin Travis County Mental Health & Mental Retardation Center, dba Integral Care
Program Name	Road to Recovery Expansion
Contract Period	April 1, 2019-March 31, 2020

Outcome #1	Percentage of Downtown Austin Community Court clients engaged in program services for at least 48 hours		
Numerator	Number of Downtown Austin Community Court clients engaged in program services for at least 48 hours		
Denominator	Total number of Downtown Austin Community Court clients admitted into the program		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Apr - Jun	6	8	75.00%
2nd - Jul - Sept	6	8	75.00%
3rd - Oct - Dec	6	8	75.00%
4th - Jan - Mar	6	8	75.00%
YTD Total	24	32	75.00%

Outcome #2	Percentage of Downtown Austin Community Court clients engaged in program services for at least 30 days		
Numerator	Number of Downtown Austin Community Court clients engaged in program services for at least 30 days		
Denominator	Total number of Downtown Austin Community Court clients that engaged in services for at least 48 hours		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Apr - Jun	3	6	50.00%
2nd - Jul - Sept	3	6	50.00%
3rd - Oct - Dec	3	6	50.00%
4th - Jan - Mar	3	6	50.00%
YTD Total	12	24	50.00%



City of Austin
Downtown Austin Community Court

PROGRAM PERFORMANCE MEASURES

Exhibit C

Agency Name	Austin Travis County Mental Health & Mental Retardation Center, dba Integral Care
Program Name	Road to Recovery Expansion
Contract Period	April 1, 2019-March 31, 2020

Outcome #3	Downtown Austin Community Court Clients who attend at least 75% of Co-Occurring Psychiatric and Substance Use Disorder programming		
Numerator	Number of Downtown Austin Community Court clients who attend at least 75% of Co-Occurring Psychiatric and Substance Use Disorder programming		
Denominator	Number of DACC clients in the program for at least 30 days		
Quarter	Goal		
	Numerator	Denominator	Rate
1st - Apr - Jun	2.25	3	75.00%
2nd - Jul - Sept	2.25	3	75.00%
3rd - Oct - Dec	2.25	3	75.00%
4th - Jan - Mar	2.25	3	75.00%
YTD Total	9	12	75.00%

**CITY OF AUSTIN, TEXAS
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
EXHIBIT D**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all

aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 15th day of May, 2019

CONTRACTOR
Authorized
Signature

Integral Care
[Signature]

Title

CEO

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Integral Care

Signature of Officer or
Authorized
Representative:



Date:

05/22/19

Printed Name: Aurora Amador

Title

Program Manager



City of Austin Purchasing Office

Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Non-Competitive)

DATE: May 2, 2019

DEPT: Downtown Austin Community Court

TO: Purchasing Officer or Designee

FROM: Robert Kingham

PURCHASING POC: Ricardo Zavala

PHONE: 512-974-1394

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.

Please check the criteria listed below that applies to this request:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: _____

2. Describe this procurement

- What it is for and why it is needed?
- Describe the following (as applicable):
 - **For Public Calamity, Public Health and Safety, Unforeseen Damage to Public Machinery or Equipment, or Critical Business Need Exemptions:**
 - Provide description of the event leading to the procurement and a business justification for this purchase.
 - What would be the impact to department operations and the community if this purchase was not made?
 - How and why this vendor was selected?
 - **For Professional, Personal, or Planning Service Exemptions:**
 - Why is the vendor the most qualified to provide the services?
 - Does this vendor have a history of working with the City? If so, was it on this particular service?
 - Will this procurement be component of a larger service or phases of service?
 - Is the vendor a City of Austin local vendor?
 - Does the vendor hold an M/WBE certification with the City, a HUB certification with the State of Texas, or any other minority or women owned certifications?
 - What qualifications, certifications, or specialized training does the vendor have?
 - What is the impact if a contract is not secured with this particular vendor (loss of project timeline, loss of funding etc.)?
 - What other vendors can provide these services and why are they not the best fit for the contract?
 - **For Other Exceptions from Chapter 252.022:**
 - Explain the circumstances of the procurement.
 - **Prices were determined to be reasonable based on the following (select all that apply):**
 - ☐ Prices are established under a current Cooperative contract.
Notes: At a minimum, note the contract number, contract title, cooperative entity, and government or entity who created the contract.
 - ☒ Prices are the same or similar to current City contract.
Notes: MA - 4600 - NI160000018Road to Recovery
 - ☐ Prices are the same or similar to current contract with another government.
Notes: At a minimum, note the contract number, title and government that created the contract.
 - ☐ Prices are on a current and publicly available list price, for the same or similar products, available to all government and commercial customers.
Notes: At a minimum, note the list price title, source of the list price (catalog and catalog publish date or web address and download date).
 - ☐ Prices are established by law or regulation.
Notes: At a minimum, note the legal or regulatory reference that established the prices.
 - ☒ Other means of determining Price Reasonableness.
Notes: Due to the specialized nature & the mental and intellectual nature of the social services purchased, prices are individualized for each client served based on their acuity and level of care necessary to successfully assist them to transition from homelessness to housing. Prices are monitored in relation to industry best-practices and local and regional providers who offer parts of the services purchased under this agreement.

* The questions in the form are designed to justify why this purchase should be exempt from a competitive procurement process. Failure to provide adequate documentation to substantiate the

3. Forward the completed and signed Certificate of Exemption to the Purchasing Office along with the following documentation:
- ☒ Scope of Work or Statement of Work (if applicable)
 - ☐ Vendor's proposal/quote (if applicable)
 - ☐ Project timeline with associated tasks, schedule of deliverables or milestones, and proposed payment schedule
 - ☐ Professional resumes, certifications, and/or licenses (Professional, Personal or Planning Services Only)
 - ☐ Other supporting documentation
4. Because of the above facts and supporting documentation, the City of Austin exempts this procurement from Local Government Code Chapter 252 and intends to contract with:
- (Vendor Name): Austin Travis County Mental Health & Mental Retardation Center, dba Integral Care, for
- (Description of Procurement): Residential treatment programs
5. Check the contract type (one-time or multi-term) and fill in the dollar amount and term as applicable:
- ☐ This is a one-time request for \$ _____
- ☒ This is a multi-term contract request for 12 (# months for base term) in the amount of \$261,668 with 4 (# of renewal options) for \$261,668 each for a total contract amount of \$1,308,340.

Recommended
Certification

Originator

Date

Approved
Certification

Department Director or designee

Date

Assistant City Manager / General Manager
or designee (procurement requiring Council approval)

5/15/2019

Purchasing Office
Review

Authorized Purchasing Office Staff

Date

Purchasing Office
Management Review
(If required due to signature authority level)

Purchasing Officer or designee

Date

request may lead to the request being rejected.

Downtown Austin Community Court (DACC) is seeking a professional services exemption to enter into a social services grant agreement with Austin Travis County Mental Health & Mental Retardation Center, dba Integral Care, Inc. to provide social services in the form of simple, direct access to brief residential treatment programs for clients served through DACC's Intensive Case Management (ICM) program. Integral Care has provided residential treatment services for a number of year for the City of Austin, through DACC and Austin Public Health. The population Integral Care serves is similar to the population served by DACC, adult homeless individuals with multiple barriers to housing including mental health and substance use diagnosis and chronic medical conditions. Integral Care staff funded through this agreement are trained in the Transtheoretical Model conceptualized by Prochaska & DiClemente, also known as the Stages of Change model. Staff are trained to recognize and respond to the needs of clients in each stage and assist them in utilizing cognitive, affective, and behavioral processes that will enable movement to the next stage. Individuals served through this agreement will have access to Integral Care's new Substance Use Treatment Hub. The Hub utilizes several evidence-based approaches, including the SBIRT (Screening, Brief Intervention, and Referral to Treatment) tool, as well as the Stages of Change Model and Motivational Interviewing, to meet people where they are. The Hub will provide immediate access to counseling support and navigation to other substance use specialty care programs such as OBOT (Office-Based Opioid Treatment), Outpatient Detox, Oak Springs IOP (Intensive Outpatient Program group services), and MAT (Medication Assisted Treatment) as needed. If DACC is unable to enter into this agreement with Integral Care, clients currently being served through DACC's ICM program will continue to suffer from their substance use and mental health diagnosis, clients will continue to be homeless, DACC's waitlist of individuals seeking services will continue to grow, and funding allocated by City Council during the FY19 budget process will lapse. This agreement with Integral Care is part of a continuum of services to successfully assist a homeless individual to transition from homelessness to housing, which includes many types of supportive services such as substance use and mental health treatment. Based on the specialized nature of the social services provided and the mental and intellectual nature of the social services being purchased DACC is requesting an exemption for this agreement with Integral Care.

Program Work Statement

Exhibit A

Agency Name: Austin Travis County Mental Health & Mental Retardation Center,
dba Integral Care
Program Name: Road to Recovery Expansion
Contract Period: April 1, 2019-March 31, 2020

In the spaces immediately following each numbered item below, clearly address the corresponding question or issue described below. Your completed Work Statement form should not exceed three (3) pages total. Please be as concise as possible when providing the information requested. Do not include information about agency history, past performance, accolades received, or needs of the client population.

1. What are the goals and objectives of the program?

Services will be provided by Integral Care staff in the community and at the residential Alameda House location, which provides services 24 hours a day and 7 days a week, to address service gaps in the Austin area. These service gaps include a need for simple, direct access to brief residential treatment programs for clients experiencing homelessness; programs meeting needs of clients in a pre-contemplative or contemplative stage of readiness for change; and specialized trauma-informed services for homeless women referred by DACC.

Women's health care, including prenatal and OB/GYN services, will be facilitated. Coordination of trauma treatment will occur to address the frequent victimization and exploitation of homeless women when clinically appropriate.

Integral Care will work with DACC to try to admit most or all clients within the same day as the referral.

2. Describe the program target client population.

Integral Care anticipates many of the clients referred through this program to be similar to the current target population served including experience with chronic homelessness, along with the presence of substance use disorder, psychiatric illness, and/or other medical concerns.

The target population may have criminal backgrounds that include arson and sex offenses, which can negatively impact access to housing services. Program staff works closely with agency programs and partners that specialize in housing in order to identify and access housing resources that are available to those clients with these particular offenses.

Clients served through this agreement will be referred to Integral Care by Downtown Austin Community Court for engagement in services. DACC referrals will be currently experiencing homelessness, have an open case with DACC or other involvement in the criminal justice system, and will be in the Austin/Travis County area. Other clients may be admitted with prior consultation and written approval from DACC.

3. Describe how the program is delivered to the target client population. Provide enough detail so that the Contract Manager is able to have a comprehensive understanding of your services and how they are delivered to clients.

Clients are engaged at their current level of readiness for change. The program is designed around the Transtheoretical Model conceptualized by Prochaska & DiClemente, also known as the Stages of Change model. Staff are trained to recognize and respond to the needs of clients in each stage and assist them in utilizing cognitive, affective, and behavioral processes that will enable movement to the next stage. Clients do not need to indicate interest or commit to extended substance use treatment in order to be admitted to the program. If clients move to an action stage of change during their stay at Alameda House, they will be able to attend several daily groups focused on Co-Occurring Psychiatric and Substance Use Disorders (COPSD) treatment, and will receive individual COPSD treatment from the Alameda House providers. Additionally, when clinically appropriate and capacity allows, clients may transfer to the DACC-funded Road to Recovery program, which funds treatment at the Intensive Outpatient Program (IOP).

Staff continuously assess clients as they move among stages of change, and clients have access when ready to Integral Care's new Substance Use Treatment Hub. The Hub utilizes several evidence-based approaches, including the SBIRT (Screening, Brief Intervention, and Referral to Treatment) tool, as well as the Stages of Change Model and Motivational Interviewing, to meet people where they are. The Hub will provide immediate access to counseling support and navigation to other substance use specialty care programs such as OBOT (Office-Based Opioid Treatment), Outpatient Detox, Oak Springs IOP (Intensive Outpatient Program group services), and MAT (Medication Assisted Treatment) as needed. American Society of Addiction Medicine (ASAM) criteria is also used as a guide to determine appropriate level of care along with individual choice.

Clients have access to 3 beds at Alameda House, where they can access medication stabilization and support, case management, life skills training, substance use treatment services, benefits application completion, and housing assistance. Evidence-based approaches and curricula are used in group and individual treatment, including Motivational Interviewing, Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Mindfulness, and contingency management; in particular, the "Seeking Safety" programs are utilized to address the special needs of women. Life skills groups, such as self-care, laundry, budgeting, stress and anger management, shopping, cooking, cleaning, resume writing are be offered. Individual case management services will connect clients with medical services, identification, MAP, food stamps, and other public benefits as needed. A Peer Provider will offer engagement and recovery support services.

Transportation to and from appointments will be provided as well as 3 meals per day, linens, and laundry service. The caseload will consist of approximately 1-2 clients per case worker. Additional activities and services are offered days, evenings, and weekends, and include 12-step meetings, celebratory occasions, and community outings.

Length of stay for this pre-contemplative program is determined by client need, from one day to 90 days. After their stay, clients may receive up to 90 days of aftercare services as well. If clinically appropriate and capacity exists, clients may be transferred into the Road to Recovery program for an additional 90 days, which would be contingent on mutual agreement with DACC Case Managers. A primary goal of the program is client engagement in services, so clients may utilize services for a short period of time, such as one week, or a longer period of time based on their

desire for supportive services and ongoing treatment. Aftercare services for an additional 90 days will help support clients in their community environments and maintain the goals they have accomplished during services, such as housing and medical treatment.

Additionally, clients can continue attending the evidence-based treatment groups provided on-site during days, evenings, and weekends, and to benefit from the specific services provided to women such as coordination of health and prenatal care, employment assistance with support in obtaining childcare and safe transportation to and from work, and trauma-informed treatment and resources. Continuous assessment of client's Stage of Change will occur during Aftercare, and access to the Substance Use Treatment Hub will continue.

Discharge planning begins from the time of admission so that clients are prepared and ready for transition into the community. Comprehensive planning is initiated at intake, including collaboration with DACC Intensive Case Manager and Integral Care housing case managers. Staff are trained in the use of Motivational Interviewing and Stages of Changes, so continuous assessment occurs throughout treatment in order to provide the client with the services that meet their needs and desires as they move through the levels of readiness for change. Once an individual has been discharged to the community, the aftercare services are provided in the community and at Alameda House in order to support recovery, maintain the gains made in residential treatment, and ensure tenure in the community.

Integral Care has policies in place to ensure that individuals who have limited English proficiency or other communication needs have access to language assistance at no cost to them. Technology is in place on facility computers to enable interpretation during meetings in caseworker offices, and there are bilingual staff (Spanish/English) on site who are certified to provide interpretation for mental health services. Additionally, the agency has American Sign Language interpreters on staff to assist clients. Our Learning and Development team created an online culturally competent care training that meets the 15 CLAS standards. New and existing providers were asked to complete the training as part of the standard training requirements. Human Resources began advertising career opportunities to the Asian American Behavioral Health Network, African American Behavioral Health Network and Latino Healthcare Forum.

4. Describe the system (who, what, when, how) that will be used to collect and report program data, including client intake/assessments and performance measures.

Integral Care has utilized an electronic health record to manage data concerning client services, treatment, and outcomes. Additionally, Integral Care has created a new department, "One Data" which utilizes another layer of data management to derive even more in-depth information. These systems have been utilized to successfully provide the required information and reporting to the City of Austin and DACC as required by existing agreements.

Case managers and direct care staff document into the clients file. Case managers document each individual meeting with clients, and when clients attend groups, the case manager leading the group documents the service into the clients' charts. Direct care staff document at least one note per shift (3 shifts in 24 hours) and more if there is additional information related to functioning or needs. The Program Manager may also document as needed per meetings or interactions/interventions with clients. Client's attendance at activities such as morning meditation, or field trips, is documented by the case manager leading the activity. Clients see the nurse and prescriber 1-2 times per month, and those providers would document services into the client records as they occur.

5. Program Evaluation Plan Please address both of the following areas:

- a) Performance Evaluation – describe how the agency will evaluate the program’s performance in achieving program goals;

Reports are utilized to identify needs for clients in service, and adjust strategies to reach and engage clients in current programs. Such reports include the number of clients referred and admitted, as well as the length of time in services. The data is then utilized to gauge the effectiveness of the program. Outcome data is also gathered, such as the rate of program completion, and together with customer satisfaction survey data, program structure and offerings may be adjusted to better meet the requests of the clients for particular groups or skills training.

The Program Manager runs reports from Anasazi (Integral Care’s electronic health record) at least monthly to review the hours of services provided, the types of service, and the goals that are achieved (obtained ID, etc.). Additionally, the number of clients referred and admitted, length of service, and outcomes are tracked in an Excel spreadsheet by the Program Manager. These reports are used to assess quality of services as well as to complete reports that are provided to City of Austin/DACC. The Practice Administrator reviews monthly and recommends changes as needed.

- b) Quality Improvement – describe the process for identifying areas of strength and improvement in Services delivery, designing activities to overcome these problems, and following up to ensure corrective actions have been effective

As listed above, reports are generated from each client’s electronic health record as well as the Excel spreadsheets completed by the Program Manager, documenting client services. In addition, customer satisfaction surveys are completed using the kiosk in the lobby, and Integral Care’s Quality Management department tabulates results and distributes to the Program Manager and Practice Administrator on a monthly basis for review. Another means of evaluating program quality is by utilizing data that comes from Integral Care’s Incident Reporting system. An agency committee reviews the reports and makes recommendations on quality improvement, and meta-reports can be generated that indicate the types of incidents that are occurring to identify trends and make appropriate programmatic or environmental changes. The Quality Leadership Team receives reports and recommendations from the Quality Management Department and may forward to the Board for review as appropriate. Integral Care is certified by the Joint Commission Committee, and participates in bi-annual site surveys which may result in quality improvement recommendations.

6. How does the program collaborate with services being provided by other agencies and programs? (i.e. minimize duplication, cover gaps in services, to refer and receive clients, to provide comprehensive services, etc.). If you are not currently collaborating with other agencies, what is your plan for increasing collaboration?

This program collaborates with several other agencies and programs, including the DACC Case Managers who meet weekly with the Alameda House staff in order to provide continuity of care to clients referred by DACC. Additionally, Integral Care has a strong working relationship with CommUnityCare providers which is leveraged as part of programming to meet client’s primary care needs. Integral Care also collaborates with the Self Help and Advocacy Center (SHAC) and Austin Area Mental Health Providers, who arrange for peer providers to lead groups and provide support to

clients. Communities for Recovery and Foundation Communities assist with exploring housing options. Dress for Success and the Baldwin Beauty School provide clothing to clients to help women prepare for the workplace. Goodwill of Central Texas is an important partner in helping clients obtain work. The Food Pantry allows clients to volunteer to obtain work experience, and the Yellow Bike Project provides bikes as transportation and allows clients to help repair bikes and gain expertise with repair work. Integral Care also link clients with the Austin Clubhouse, which assists them in developing supportive relationships to maintain sobriety, and find work.

7. Describe your agency's involvement in community planning activities that are specific to the services provided under this program.

Integral Care is involved with community planning on several levels. Integral Care participates in the Criminal Justice Advisory Committee, which surveys and makes recommendations related to provision of services to individuals involved in the justice system—the same clients that will be participating in this program. Integral Care also works in depth with Central Health and the Crisis Services Implementation Committee, which assesses the array of services provided locally for primary and mental health care, including crisis care, and strategizes for developing services to meet the long-term needs of clients, including those in this program. Related to housing, Integral Care participates in City of Austin planning initiatives to address housing needs and develop resources, including supported housing, which is a primary need for many of Integral Care's clients.